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**ALSTON & BIRD LLP**

One Atlantic Center  
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**TELECOPY****PLEASE DELIVER AS SOON AS POSSIBLE****Date:**

July 21, 2005

**Recipient:**

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**Company:**United States Patent & Trademark  
Office**Fax Number:**

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Karl H. Koster

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24

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<b>USER CODE:</b> KOSTK	<b>REQUESTED BY:</b> Laisha Richardson
<b>CLIENT/MATTER:</b> 18360/291656	<b>OPERATOR:</b> <i>SLR-17</i>

Attorney's Docket No. 018360/291656

PATENT RECEIVED  
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JUL 21 2005

## IN THE UNITED STATES PATENT AND TRADEMARK OFFICE

In re: Awaida et al.  
Appl No.: 09/939,206 69/99/428 ✓  
Filed: 11/16/01  
For: SYSTEM AND METHOD FOR CALCULATING REAL-TIME COSTING INFORMATION

Confirmation No.: 4148  
Group Art Unit: 2163

## STATEMENT UNDER 37 CFR 3.73(b)

United Parcel Service of America, Inc. is:

1. ☒ the assignee of the entire right, title, and interest; or
2. ☐ an assignee of an undivided part interest

in the patent identified above by virtue of:

- A. ☐ An assignment from the inventor(s) of the patent application/patent identified above. A copy of said assignment that is being recorded separately is attached hereto.
- B. ☐ An assignment from the inventor(s) of the patent application/patent identified above. The assignment was recorded in the Patent and Trademark Office at Reel , Frame .
- C. ☒ A chain of title from the inventor(s), of the patent application identified above, to the current assignee as shown below:

1. From: Antony A. Awaida, and  
Nathan Arroyo

To: Xporta, Inc.

The document was recorded in the Patent and Trademark Office at  
Reel 012324, Frame 0015, or for which a copy thereof is attached.

2. From: Xporta, Inc. To: Sherwood Partners, Inc.  
The document was recorded in the Patent and Trademark Office at  
Reel , Frame , or for which a copy thereof is attached.

- ☐ Additional documents in the chain of title are listed on a supplemental sheet.
- ☒ Copies of assignments or other documents in the chain of title are attached.

ATL01/11962009v1

3. From: Sherwood Partners, Inc. To: UPS Supply Chain Solutions, Inc.  
The document was recorded in the Patent and Trademark Office at  
Reel , Frame , or for which a copy thereof is attached.

☐ Additional documents in the chain of title are listed on a supplemental sheet.  
☒ Copies of assignments or other documents in the chain of title are attached.

4. From: UPS Supply Chain Solutions, Inc. To: United Parcel Service of America, Inc.  
The document was recorded in the Patent and Trademark Office at  
Reel , Frame , or for which a copy thereof is attached.

☐ Additional documents in the chain of title are listed on a supplemental sheet.  
☒ Copies of assignments or other documents in the chain of title are attached.

The undersigned is empowered to sign this statement on behalf of the assignee.

July 21, 2005  
Date

Karl Koster  
Karl Koster, Registration No. 50,684

**POWER OF ATTORNEY TO PROSECUTE APPLICATIONS BEFORE THE USPTO**

I hereby appoint:

Alston &amp; Bird LLP

☒ Practitioners associated with the Customer Number:

00826

OR

☐ Practitioner(s) named below (if more than ten patent practitioners are to be named, then a customer number must be used):

as attorney(s) or agent(s) to represent the undersigned before the United States Patent and Trademark Office (USPTO) and are authorized to act on behalf of the Assignee in connection with any and all patent applications assigned only to the undersigned according to the USPTO assignment records or assignment documents attached to this form in accordance with 37 CFR 3.73(b).

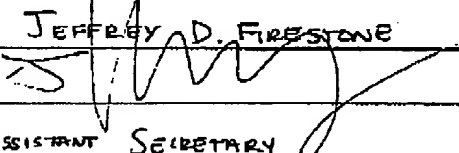
Assignee Name and Address:

United Parcel Service of America, Inc.  
55 Glenlake Parkway, NE  
Atlanta, GA 30328

A copy of this form, together with a statement under 37 CFR 3.73(b) (Form PTO/SB/96 or equivalent) is required to be filed in each application in which this form is used. The statement under 37 CFR 3.73(b) may be completed by one of the practitioners appointed in this form if the appointed practitioner is authorized to act on behalf of the assignee, and must identify the application in which this Power of Attorney is to be filed.

**SIGNATURE of Assignee of Record**

The individual whose signature and title is supplied below is authorized to act on behalf of the assignee

Name	JEFFREY D. FIRESTONE	
Signature		Date FEBRUARY 10, 2005
Title	ASSISTANT SECRETARY	Telephone 404-628-8431



JANUARY 22, 2002

PTAS

Under Secretary of Commerce For Intellectual Property and  
Director of the United States Patent and Trademark Office  
Washington, DC 20231  
www.uspto.gov

FENWICK & WEST LLP  
BRIAN M. HOFFMAN, ESQ.  
TWO PALO ALTO SQUARE  
PALO ALTO, CA 94306

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JAN 29 2002



\*101903776A\*

RECORDATION NOTICE

UNITED STATES PATENT AND TRADEMARK OFFICE  
NOTICE OF RECORDATION OF ASSIGNMENT DOCUMENT

THE ENCLOSED DOCUMENT HAS BEEN RECORDED BY THE ASSIGNMENT DIVISION OF THE U.S. PATENT AND TRADEMARK OFFICE. A COMPLETE MICROFILM COPY IS AVAILABLE AT THE ASSIGNMENT SEARCH ROOM ON THE REEL AND FRAME NUMBER REFERENCED BELOW.

PLEASE REVIEW ALL INFORMATION CONTAINED ON THIS NOTICE. THE INFORMATION CONTAINED ON THIS RECORDATION NOTICE REFLECTS THE DATA PRESENT IN THE PATENT AND TRADEMARK ASSIGNMENT SYSTEM. IF YOU SHOULD FIND ANY ERRORS OR HAVE QUESTIONS CONCERNING THIS NOTICE, YOU MAY CONTACT THE EMPLOYEE WHOSE NAME APPEARS ON THIS NOTICE AT 703-308-9723. PLEASE SEND REQUEST FOR CORRECTION TO: U.S. PATENT AND TRADEMARK OFFICE, ASSIGNMENT DIVISION, BOX ASSIGNMENTS, CG-4, 1213 JEFFERSON DAVIS HWY, SUITE 320, WASHINGTON, D.C. 20231.

RECORDATION DATE: 11/16/2001

REEL/FRAME: 012324/0015  
NUMBER OF PAGES: 3

BRIEF: ASSIGNMENT OF ASSIGNOR'S INTEREST (SEE DOCUMENT FOR DETAILS).

ASSIGNOR:  
AWAIDA, ANTONY A.

DOC DATE: 11/15/2001.

ASSIGNOR:  
ARROYO, NATHAN

DOC DATE: 11/15/2001

ASSIGNEE:  
XPORTA, INC.  
275 SARATOGA AVENUE  
SUITE 260  
SANTA CLARA, CALIFORNIA 95050-6667

SERIAL NUMBER: 09991428  
PATENT NUMBER:

FILING DATE: 11/16/2001  
ISSUE DATE:

SHARON BROOKS, EXAMINER  
ASSIGNMENT DIVISION  
OFFICE OF PUBLIC RECORDS

11-30-2001

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JUL 21 2005

Form PTO-1595

(Rev. 03/01) (modified)

OMB No. 0651-0027 (exp 5/31/2002)

101903776

PATENTS ONLY

R SHEET

U.S. DEPARTMENT OF COMMERCE

U.S. Patent And Trademark Office

To the Honorable Commissioner For Patents: Please record the attached original documents or copy thereof:

## 1. Name of conveying party(ies):

Antony A. Awaida, Nathan Arroyo

Additional name(s) of conveying party(ies) attached?

☐ Yes☒ No

## 3. Nature of Conveyance:

☒ Assignment☐ Merger☐ Security Agreement☐ Change of Name☐ Other: \_\_\_\_\_

Execution Date: November 15, 2001

## 2. Name and address of receiving party(ies):

Name: Xporta, Inc.

Internal Address: Suite 260

Street Address: 275 Saratoga Avenue

City: Santa Clara

State: CA Zip: 95050-6667

Additional name(s) &amp; address(es) attached?

☐ Yes☒ No

## 4. Application number(s) or patent number(s):

If this document is being filed together with a new application, the execution date of the application is: 11/15/2001

## A. Patent Application No.(s):

New

## B. Patent No.(s):

Additional numbers attached? ☐ Yes ☒ No

## 5. Name and address of party to whom correspondence concerning document should be mailed:

Name: Brian M. Hoffman, Esq.

Internal Address: Fenwick &amp; West LLP

Street Address: Two Palo Alto Square

City: Palo Alto State: CA Zip Code: 94306

11/27/2001 BSAVAS11 00000053 09991428

04 FC1581

40.00 09

## 6. Total number of applications and patents involved: [ 1 ]

## 7. Total fee (37 CFR 3.41): \$40.00

☒ Check Enclosed☒ Fee Transmittal Enclosed☐ Charge the indicated fees to the below mentioned deposit account.

## 8. Deposit Account No.: 19-2555

DO NOT USE THIS SPACE

## 9. Statement and signature:

To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.

Brian M. Hoffman, Reg. No. 39,713

Name of Person Signing

Signature

November 16, 2001

Date

Total number of pages including cover sheet, attachments, documents: [ 3 ]

Mail documents to be recorded with required cover sheet information to: Box Assignment, Commissioner For Patents and Trademarks, Washington, D.C. 20231

Case Docket No.: 22725-06400

EXPRESS MAIL No. EL734639255US

## PATENT

EXPRESS MAIL NO. EL734639255US

ASSIGNMENT

For good and valuable consideration, the receipt of which is hereby acknowledged, the person(s) named below (referred to as "INVENTOR" whether singular or plural) has sold, assigned, and transferred and does hereby sell, assign, and transfer to Xporta, Inc., a Delaware corporation, having a place of business at 275 Saratoga Avenue, Suite 260, Santa Clara, California 95050-6667, ("ASSIGNEE"), for itself and its successors, transferees, and assignees, the following:

1. The entire worldwide right, title, and interest in all inventions and improvements ("SUBJECT MATTER") that are disclosed in the provisional application filed under 35 U.S.C. §111(b) or non-provisional application filed under 35 U.S.C. §111(a) and entitled SYSTEM AND METHOD FOR CALCULATING REAL-TIME COSTING INFORMATION ("APPLICATION"), which:

☒ is to be filed herewith

☐ was filed on \_\_\_\_\_,

now bearing U.S. application number \_\_\_\_\_; and

2. The entire worldwide right, title, and interest in and to:

(a) the APPLICATION; (b) all applications claiming priority from the APPLICATION; (c) all divisional, continuation, substitute, renewal, reissue, and other related applications thereto which have been or may be filed in the United States or elsewhere in the world; (d) all patents (including reissues and re-examinations) which may be granted on the applications set forth in (a), (b), (c) and (d) above; and (e) all right of priority in the APPLICATION, together with all rights to recover damages for infringement of provisional rights.

INVENTOR agrees that ASSIGNEE may apply for and receive patents for SUBJECT MATTER in ASSIGNEE's own name.

INVENTOR agrees to do the following, when requested, and without further consideration, in order to carry out the intent of this Assignment: (1) execute all oaths, assignments, powers of attorney, applications, and other papers necessary or desirable to fully secure to ASSIGNEE the rights, titles and interests herein conveyed; (2) communicate to ASSIGNEE all known facts relating to the SUBJECT MATTER; and (3) generally do all lawful acts that ASSIGNEE shall consider desirable for securing, maintaining, and enforcing worldwide patent protection relating to the SUBJECT MATTER and for vesting in ASSIGNEE the rights, titles, and interests herein conveyed. INVENTOR further agrees to provide any successor, assign, or legal representative of ASSIGNEE with the benefits and assistance provided to ASSIGNEE hereunder.

INVENTOR represents that INVENTOR has the rights, titles, and interests to convey as set forth herein, and covenants with ASSIGNEE that the INVENTOR has not made and will not hereafter make any assignment, grant, mortgage, license, or other agreement affecting the rights, titles, and interests herein conveyed.

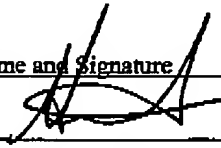
INVENTOR grants the attorney of record the power to insert on this Assignment any further identification that may be necessary or desirable in order to comply with the rules of the United States Patent and Trademark Office for recordation of this document.

## PATENT

Title of Document: ASSIGNMENT

Re:  
 Title: SYSTEM AND METHOD FOR CALCULATING REAL-TIME COSTING INFORMATION  
 Filed: HERewith  
 Application No.: NEW

This Assignment may be executed in one or more counterparts, each of which shall be deemed an original and all of which may be taken together as one and the same Assignment.

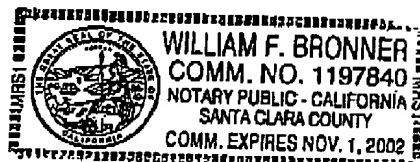
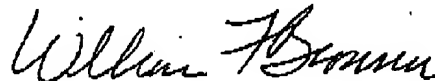
Name and Signature	Date of Signature	Date Declaration Executed By This Person
	<u>Nov 15</u> , 2001	<u>Nov 15</u> , 2001
ANTONY A. AWAIDA		

State of CALIFORNIA } S.S.  
 County of SANTA CLARA }

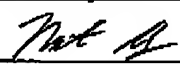
On 15<sup>TH</sup> NOVEMBER 2001 before me, WILLIAM F. BRONNER <sup>NOTARY PUBLIC</sup> personally  
 [DATE] [NOTARY PUBLIC]

appeared Antony A. Awaida ~~personally known to me~~ or proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

Notary Seal

Notary  
WILLIAM F. BRONNER

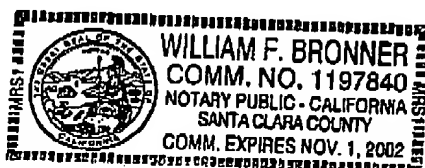
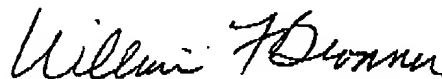
Name and Signature	Date of Signature	Date Declaration Executed By This Person
	<u>Nov 15</u> , 2001	<u>Nov 15</u> , 2001
NATHAN ARROYO		

State of California } S.S.  
 County of Santa Clara }

On Nov 15, 2001 before me, WILLIAM F. BRONNER <sup>NOTARY PUBLIC</sup> personally  
 [DATE] [NOTARY PUBLIC]

appeared Nathan Arroyo ~~personally known to me~~ or proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

Notary Seal

WILLIAM F. BRONNER  
 Notary



### GENERAL ASSIGNMENT

This Assignment is made as of the 26th day of January 2005, by XPORTA, Inc., a California Corporation with offices at 275 Saratoga Avenue, Santa Clara, California 95050, hereinafter referred to as "Assignor", to Sherwood Partners, Inc., hereinafter referred to as "Assignee".

**WITNESSETH:** That Assignor, for and in consideration of the covenants and agreements to be performed by Assignee, as hereinafter contained, and for good and valuable consideration, receipt whereof is hereby acknowledged, does hereby grant, bargain, sell, assign, convey and transfer to Assignee, its successors and assigns, in trust, for the benefit of Assignor's creditors generally, all of the property of Assignor of every kind and nature and wheresoever situated, both real and personal, and any interest or equity therein not exempt from execution, including, but not limited to, all that certain stock of merchandise, equipment, furniture, fixtures, accounts, books, cash on hand, cash in bank, deposits, patents, copyrights, trademarks and trade names and all associated goodwill, source codes, software, and related documentation, insurance policies, and choses in action that are legally assignable, together with the proceeds of any existing non-assignable choses in action that may hereafter be recovered or received by Assignor. Assignor agrees to execute such additional documents as shall be necessary to accomplish the purposes of this Assignment.

This Assignment specifically includes and covers all claims for refund or abatement of all excess taxes heretofore or hereafter assessed against or collected from Assignor by the U.S. Treasury Department or any other taxing agency, and Assignor agrees to sign and execute power of attorney or such other documents as required to enable Assignee to file and prosecute, compromise and/or settle, all such claims before the Internal Revenue Service, U.S. Treasury Department or any other taxing or other Governmental agency.

Assignee is to receive said property, conduct said business, should it deem it proper, and is hereby authorized at any time after the signing hereof by Assignor to sell and dispose of said property upon such time and terms as it may see fit, and is to pay to creditors of Assignor pro rata, the net proceeds arising from the conducting of said business and sale and disposal of said property, after deducting all moneys which Assignee may at its option pay for the discharge of any lien on any of said property and any indebtedness which under the law is entitled to priority of payment, and all expenses, including a reasonable fee to Assignee and its attorneys.

Assignee is also authorized and empowered to appoint and compensate such agents, field representatives and/or attorneys and/or accountants as it may deem necessary, and such agents and/or field representatives shall have full power and authority to open bank accounts in the name of Assignee or its nominees or agents and to deposit assigned assets or the proceeds thereof in such bank accounts and to draw checks thereon and with the further power and authority to do such other acts and to execute such papers and documents in connection with this Assignment as Assignee may consider necessary or advisable.

Assignor acknowledges that certain of the assets being assigned under this General Assignment may be subject to restrictions on the use or transfer of such assets, the unauthorized use or transfer of which may result in further damages or claims. Such assets may include, without limitation, intellectual property rights of the Assignor (e.g., trade names, service names, registered and unregistered trademarks and service marks and logos; internet domain names; patents, patent rights and applications therefor, copyrights and registrations and applications therefor; software and source code (and software licenses with respect thereto); customer lists and customer information; know-how, trade secrets, inventions, discoveries, concepts, ideas, methods, processes, designs, formulae, technical data, drawings, specifications, data bases and other proprietary assets (collectively, "Intellectual Property")). Assignor represents and warrants that its officers, directors, shareholders, employees, agents, customers and other third parties have been advised not to use, remove or cause a transfer (other than pursuant to this General Assignment) of any of the assets of Assignor, including without limitation the Intellectual Property, either prior or subsequent to this General Assignment, except as expressly authorized in writing in advance, which written authorization is not inconsistent with or otherwise may constitute a breach of any other written agreement. Except as authorized in writing, which has been disclosed in writing to Assignee, Assignor further represents and warrants that no asset (including, without limitation, the Intellectual Property) has been transferred, used, or removed, in whole or in part, in a manner that interferes with the rights and interests of a third party(ies) in such asset or otherwise may constitute a breach of any contract with such third party(ies).

Assignor authorizes the forwarding of its mail by the U.S. Postal Service as directed by Assignee.

Postal Annex+ 457

925 556 2509

P. 5

This Assignment agreement may be executed in counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same document.

IN WITNESS WHEREOF the parties hereunder set their hands the day and year first above written.

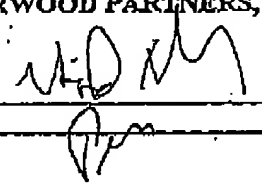
Assignor's Federal Tax ID Number:

Federal # 77-0519746

XPORTA, INC., Assignor

By:   
Its: Dave Malone, Chief Executive Officer

SHERWOOD PARTNERS, INC., Assignee

By:   
Its: 